

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC,)	
<i>et al.</i> , ¹)	Case No. 25-11034 (____)
Debtors.)	(Joint Administration Requested)
)	

**MOTION OF DEBTORS FOR
ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF
(A) FOREIGN VENDORS, (B) LIEN CLAIMANTS, (C) 503(B)(9) CLAIMANTS,
AND (D) CRITICAL VENDORS, (II) CONFIRMING ADMINISTRATIVE EXPENSE
PRIORITY OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this motion:²

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and “Final Order,” respectively), (a) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of (i) Foreign Vendor Claims, (ii) Lien Claims, (iii) 503(b)(9) Claims, and (iv) Critical Vendor Claims (each as defined herein, and collectively, the “Trade Claims” and the parties

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

² A detailed description of the Debtors and their business, including the circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of David Slump, Chief Executive Officer of Marelli Automotive Lighting USA, LLC, in Support of First Day Motions*, filed contemporaneously herewith (the “First Day Declaration”). Capitalized terms used but not defined in this motion shall have the meanings ascribed to them in the First Day Declaration. In support of this motion, the Debtors submit the *Declaration of Tony Simion, Managing Director of Alvarez & Marsal North America, LLC, in Support of First Day Motions*, filed contemporaneously herewith.



holding such Trade Claims, the “Trade Vendors”), (b) granting administrative expense priority to all undisputed obligations on account of goods ordered by the Debtors prior to the date hereof that will not be delivered until after the Petition Date (the “Outstanding Orders”) and authorizing the Debtors to satisfy such Outstanding Orders in the ordinary course of business, and (c) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-one days from the commencement of these chapter 11 cases to consider approval of this motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 363, 503, 1107(a), and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1 and 9013-1.

Background

5. The Debtors, together with their non-Debtor affiliates (collectively, “Marelli” or the “Company”) are one of the largest international automotive parts suppliers in the world and a pioneer in motorsports and in automobile manufacturing and design. With its headquarters in Saitama, Japan and over 46,000 employees located in twenty-four countries around the world, Marelli designs and produces sophisticated technologies for leading automotive manufacturers, including lighting and sensor integrations, electronic systems, software solutions, and interior design products, and collaborates with motor sports teams and other industry leaders to research and develop cutting-edge, high-performance automotive components.

6. On June 11, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

Overview of the Debtors’ Vendors

7. Marelli is a leading manufacturer of cutting-edge automotive technologies, ranging from lighting and electronic components to propulsion solutions and ride-dynamics systems. Marelli maintains a globally distributed network of longstanding, productive relationships with major automotive manufacturers and other customers that rely on the Company’s expertise in research and product design to bring vehicles to market around the world. The Debtors produce a wide array of highly specialized, often made-to-order parts and systems that their customers later incorporate into their vehicles. As the sole manufacturer of essential products in many instances,

the Debtors perform a crucial function in the global automotive supply chain and are uniquely positioned to continue driving innovation and enabling safer, more sustainable mobility for drivers the world over.

8. As is customary in the segment of the automotive industry that the Debtors occupy, the Debtors depend on the uninterrupted flow of raw materials, complex electronic sub-components, customized tooling and equipment, and various other goods and services through their global supply chain and distribution network. The Debtors' extensive supply chain comprises suppliers of raw materials such as aluminum, steel, and resin, producers of electronic components and custom-built tooling needed for the Debtors' manufacturing processes, and service providers and distributors that are indispensable to the Debtors' ordinary-course operations.

9. In the ordinary course of business, the Debtors rely on (a) foreign vendors and suppliers (collectively, the "Foreign Vendors"); (b) suppliers of custom tooling and equipment (the "T&E Suppliers"), warehousemen, (the "Warehousemen"), and various freight vendors, ocean carriers, truckers, common or contract carriers, customs brokers, and other shipping services providers (collectively, the "Shippers," and together with the T&E Suppliers and the Warehousemen, the "Lien Claimants") for the receipt, distribution, and delivery of the products that the Debtors sell throughout the automotive industry, as well as the infrastructure that supports the operation of their research and development and production facilities; and (c) a limited number of vendors for various critical products and services (the "Critical Vendors").

10. Further, certain of these vendors provide services that are necessary and critical to maintain and enhance estate value. Those vendors willing to provide the Debtors with goods and services on reasonable trade terms create considerable liquidity for the Debtors' business, and maintaining these trade terms is critical to the efficient administration of these chapter 11 cases.

More to the point, the Debtors would be unable to operate without the support of the Trade Vendors: the Debtors have developed these commercial relationships over the course of many years, and in some cases decades, in order to ensure a dependable supply of the goods and services that the Debtors need to fulfill their obligations to customers. In certain instances, moreover, the Debtors are contractually obligated under customer contracts to purchase constituent parts or equipment from specific Trade Vendors. The Trade Vendors are often the only suppliers capable of designing and producing parts and equipment that conform to the customers' specifications, and in many cases the customers require that the Trade Vendors provide certifications to that effect.

11. The Debtors cannot afford, and likely could not withstand, the severe disruption to their supply chain that would result from failure to make timely payment on account of the Trade Claims. Any interruption to the Debtors' business at this critical juncture—however brief—could induce Trade Vendors to halt shipments, set off amounts owed, sever commercial relationships, or take other measures that would harm the Debtors' estates. And while the risk inherent in failing to pay Trade Claims held by domestic Trade Vendors is considerable, the risk is even more pronounced where foreign Trade Vendors are concerned: failure to pay Trade Claims held by Trade Vendors outside of the United States would likely result in debilitating supply chain disruptions and Trade Vendors unilaterally pursuing remedies in contravention of the automatic stay provisions of section 362(a) of the Bankruptcy Code.

12. As of the Petition Date, the Debtors estimate that they owe approximately \$2,070,000,000 to Trade Vendors on account of goods delivered or services rendered prior to the Petition Date.³ Accordingly, the Debtors request authority to pay certain outstanding prepetition

³ Monetary amounts stated herein originally denominated in Euros or other currencies have been converted to the United States Dollar based on current exchange rates retrieved at the close of business on May 31, 2025 (prevailing Eastern Time).

Trade Claims, subject to the limitations set forth in the Interim Order and the Final Order, to the extent the Debtors determine, in their business judgment, that such payment is beneficial to the Debtors' estates. The Debtors expect that funding provided through the DIP Facility, and revenues generated in the ordinary course of business, will be sufficient to make timely payments on account of the Trade Claims. The following table summarizes the estimated prepetition amounts outstanding within each category of Trade Claims⁴ that the Debtors request authority to pay pursuant to this motion:

Relief Requested		
<i>Prepetition Claim Type</i>	<i>Interim</i>	<i>Final</i>
Foreign Vendor Claims	\$265,000,000	\$1,260,000,000
Lien Claims	\$115,000,000	\$210,000,000
503(b)(9) Claims	\$145,000,000	\$490,000,000
Critical Vendor Claims	\$50,000,000	\$110,000,000
Total	\$575,000,000	\$2,070,000,000

13. The Debtors further request that the Court grant the Debtors the authority to allocate the foregoing Trade Claims amounts in their sole discretion, without prejudice to seek additional relief, and subject to an agreement (within the Debtors' discretion) to receive terms consistent with the Customary Trade Terms (as defined herein) from the Trade Vendors.

14. The Debtors have determined that continuing to receive goods and services from the Trade Vendors is necessary to operate and restructure their businesses as going concerns and to maximize the value of their estates. If granted discretion to satisfy the Trade Claims as requested

⁴ Some of the Trade Claims may be properly classified as more than one type of claim defined above or may ultimately end up being classified as a different type of claim than they are currently classified. Further, the Debtors believe the amounts listed herein are necessary to pay to each category of Trade Vendor to ensure the Debtors' ordinary course operations continue. However, in an exercise of their business judgment, the Debtors may decide that it is prudent to pay more or less to a specific category of Trade Vendor. As such, the Debtors request authority to pay the Trade Claims regardless of how they are ultimately classified and to allocate the category amounts in their discretion, in the reasonable exercise of their business judgment.

herein, the Debtors will assess, on a case-by-case basis, the benefits to their estates of paying the Foreign Vendor Claims, the Lien Claims, the 503(b)(9) Claims, and the Critical Vendor Claims and pay any such claim only to the extent their estates will benefit. Without this relief, the Debtors believe that the Trade Vendors may cease providing goods and services to the Debtors and thereby negatively impact the Debtors' going concern value—a result that could be devastating for the Debtors and their stakeholders.

I. Foreign Vendors.

15. As a multinational enterprise, a critical aspect of the Debtors' supply chain depends on transacting with numerous Foreign Vendors for the majority of the materials, components, and services required in the Debtors' production processes. The Debtors' sophisticated manufacturing processes, often designed to accommodate specific needs of the Debtors' key customers, demand carefully considered sourcing of these materials, parts, and services to ensure effectiveness and adherence to the Debtors' quality and performance standards. The Foreign Vendors provide, among other things, plastic injection molding, fans, shock absorbers, raw materials including aluminum, steel, and chemicals, and electronic components such as circuit boards. These Foreign Vendors may possess prepetition claims against the Debtors (the "Foreign Vendor Claims").

16. Given the multinational nature of the Debtors' operations and supply chains, maintaining existing relationships with the Foreign Vendors is essential to the Debtors' ability to continue operating in the ordinary course of business. The goods and services that the Foreign Vendors provide are, as a rule, extremely difficult to find temporary substitutes for or replace entirely. In most cases, the Debtors have partnered with the Foreign Vendors because of their geographical proximity to the Debtors' facilities, the specialized nature of the products and services they provide to the Debtors, and the technical expertise they offer in connection with key aspects of the Debtors' operations.

17. There is a significant risk that the nonpayment of even a single invoice could cause Foreign Vendors to stop providing goods and services on a timely basis or sever their business relationships with the Debtors completely. Many of the Foreign Vendors lack meaningful, if any, connections with the United States. Such Foreign Vendors may therefore consider themselves beyond the jurisdiction of the Court and may disregard the automatic stay, notwithstanding the automatic stay's global effect. Failure to make timely payments to the Foreign Vendors in the ordinary course could result in litigation in non-U.S. courts and efforts to exercise other remedies in non-U.S. jurisdictions, including the assertion of liens by the Foreign Vendors. Addressing the exercise of remedies by Foreign Vendors would be unduly time-consuming and burdensome for the Debtors, and it is far from a foregone conclusion that non-U.S. courts would consent to enforce an order of the Court in every instance. Timely shipment of products and uninterrupted services are critical to the Debtors' business, and the Debtors cannot afford any delays or interruptions of this nature, particularly in the early stages of these chapter 11 cases, when the Debtors are intently focused on maintaining important vendor relationships in order to continue ordinary-course operations as the Debtors work toward implementing a comprehensive restructuring transaction.

18. As of the Petition Date, the Debtors estimate that approximately \$1,260,000,000 is due and owing to the Foreign Vendors on account of Foreign Vendor Claims. The Debtors seek authority, but not direction, in their business judgement, to make payments on account of the Foreign Vendor Claims in an aggregate amount not to exceed \$1,260,000,000, of which \$265,000,000 shall be available upon entry of the Interim Order and the remaining amount upon entry of the Final Order. To maintain access to the critical goods and services provided by the Foreign Vendors, the Debtors request authority, but not direction, to pay all prepetition Foreign

Vendor Claims as they become due and payable and to continue paying Foreign Vendors in the ordinary course of business on a postpetition basis.

II. Lien Claimants.

19. In the ordinary course of business, the Debtors routinely incur obligations to certain Lien Claimants whose claims are potentially secured by liens against assets owned or operated by the Debtors (the “Lien Claims”)⁵ pursuant to applicable law. These Lien Claims if asserted, could materially impair the Debtors’ postpetition operations. For example, the Debtors contract with T&E Suppliers in the ordinary course of business for the design and construction of customized manufacturing components and machinery (collectively, the “Tooling & Equipment”) required for the manufacture of the products that the Debtors provide to their customers. Depending on the terms of the arrangement with a given customer, the Debtors either purchase and retain ownership of the Tooling & Equipment or purchase the Tooling & Equipment on behalf of the customer according to the customer’s required specifications. In both cases, however, it is common for T&E Suppliers to record a security interest in the Tooling & Equipment as collateral securing the Debtors’ payment obligations and/or retain the Tooling & Equipment at their facilities during the course of the manufacturing lifecycle for the applicable product of the Debtors. Failure to pay prepetition amounts owed on account of Tooling & Equipment may induce certain T&E Suppliers to exercise remedies, such as attempting to repossess Tooling & Equipment located at the Debtors’ manufacturing plants or restricting access to Tooling & Equipment located at the T&E Suppliers’

⁵ For example, section 7-307 of the Uniform Commercial Code provides, in pertinent part, that a “carrier has a lien on the goods covered by a bill of lading or on the proceeds thereof in its possession for charges after the date of the carrier’s receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law.” *See* U.C.C. § 7-307(a) (2005).

facilities. Forestalling efforts by the T&E Suppliers to exercise these remedies would require, at minimum, extended negotiations with numerous T&E Suppliers in jurisdictions around the world, and failure to reach consensual resolutions with these parties would render the Debtors unable to perform under key customer contracts and severely disrupt the Debtors' ordinary-course operations.

20. Similarly, various Warehousemen and Shippers may hold, or claim to hold, various security interests resulting from amounts owed by the Debtors for storage or transportation costs. Specifically, the Debtors' supply chain and distribution network depend on services provided by reputable domestic and foreign common carriers, truckers, rail carriers, barge owners, and dockers. Services provided by the Shippers are essential to the Debtors' daily operations: at any given time, there are numerous shipments of parts and materials to the Debtors and shipments of finished products from the Debtors to their customers. Thus, it is a certainty that some of the Shippers are currently in possession of the Debtors' property. The delivery of these goods is vital to maintaining the Debtors' operations during their transition into, and ultimately their emergence from, chapter 11. Additionally, the Debtors store their products at facilities owned by Warehousemen. In the event that the Debtors fail to remit payment owed to the Warehousemen before the Petition Date, the Warehousemen may refuse to release the goods they retain pending satisfaction of all or a portion of their claims, thereby disrupting the Debtors' operations.

21. Under certain nonbankruptcy laws, the Lien Claimants may be able to assert liens on the goods in their possession to secure payment of the charges or expenses incurred in connection with the production of Tooling & Equipment, shipping and storage of goods, and other related charges. Accordingly, in the event certain of the Lien Claims remain unpaid, those Lien Claimants are likely to attempt to assert such possessory liens and may refuse to deliver or release

goods in their possession until their claims are satisfied and their liens are redeemed. The Lien Claimants' retention of the Debtors' goods and supplies would disrupt the Debtors' supply chain and negatively affect the Debtors' ability to generate revenue and administer these chapter 11 cases.

22. As of the Petition Date, the Debtors estimate that they owe approximately \$210,000,000 to the Lien Claimants on account of their associated Lien Claims. The Debtors seek authority, but not direction, in their business judgement, to make payments on account of the Lien Claims in an aggregate amount not to exceed \$210,000,000, of which \$115,000,000 shall be available upon entry of the Interim Order and the remaining amount upon entry of the Final Order. To continue benefiting from the Lien Claimants' services, the Debtors request authority, but not direction, to pay all outstanding prepetition Lien Claims as they become due and payable and to continue paying the Lien Claims on a postpetition basis in the ordinary course of business. For the avoidance of doubt, the Debtors seek authority to pay only those amounts of Lien Claims that the Debtors determine, in their sole discretion, to be necessary or appropriate to (a) obtain release of critical or valuable goods, (b) maintain reliable, efficient, and smooth distribution systems, and (c) induce the Lien Claimants to continue performing and otherwise supporting the Debtors' operations on a postpetition basis.

III. 503(b)(9) Claimants.

23. In the ordinary course of business, the Debtors may have received goods from various vendors within the twenty-day period immediately preceding the Petition Date (collectively, the "503(b)(9) Claimants"), thereby giving rise to prepetition claims under section 503(b)(9) of the Bankruptcy Code (the "503(b)(9) Claims"). Many of the Debtors' relationships with the 503(b)(9) Claimants are not governed by long-term contracts. Rather, the Debtors obtain goods from such claimants through purchase orders on an order-by-order basis. As a result, a

503(b)(9) Claimant may refuse to supply new orders without prompt payment of its 503(b)(9) Claims. Such refusal could negatively affect the Debtors' estates as the Debtors' business is dependent on the steady flow of materials and products. Foreign Vendors also may take action against the Debtors based on the incorrect belief that they are not bound by the automatic stay and may refuse to do business with the Debtors until their claims are paid. In light of the fact that such foreign and domestic vendors are rightfully entitled to payments on account of 503(b)(9) Claims as administrative claims, the Debtors believe it is prudent to seek administrative status of such claims now.

24. In light of the immense importance of the 503(b)(9) Claimants to the Debtors' operations, the Debtors believe that payment of the 503(b)(9) Claimants is essential to avoid disruption to the Debtors' operations. Moreover, because the 503(b)(9) Claims are accorded administrative expense priority, such claims will need to be paid pursuant to a chapter 11 plan and payment in the ordinary course is only a matter of payment timing in order to maintain crucial vendor relationships. Accordingly, it is essential that the Debtors are authorized, but not directed, to pay the 503(b)(9) Claims.

25. As of the Petition Date, the Debtors estimate that they owe approximately \$490,000,000 to the 503(b)(9) Claimants on account of their 503(b)(9) Claims. The Debtors seek authority, but not direction, in their business judgement, to make payments on account of the 503(b)(9) Claims in an aggregate amount not to exceed \$490,000,000, of which \$145,000,000 shall be available upon entry of the Interim Order and the remaining amount upon entry of the Final Order.⁶ For the foregoing reasons, the Debtors seek entry of interim and final orders

⁶ For the avoidance of doubt, such amounts exclude 503(b)(9) Claims that are classified as Lien Claims, Critical Vendor Claims, or Foreign Vendor Claims for purposes of this Motion.

authorizing the Debtors, in their sole discretion and business judgement, to pay undisputed 503(b)(9) Claims.⁷

IV. Critical Vendors.

26. In the ordinary course of business, the Debtors engage a limited number of vendors for the numerous products and services that the Debtors depend upon to operate their business. The Debtors and their advisors have carefully reviewed and analyzed the Debtors' books and records, accounts payable, key contracts, purchase orders, and vendor lists, consulted with key Debtor employees, and analyzed applicable laws, regulations, and historical practice to identify the vendors that supply the products and services most critical and indispensable to the Debtors' go-forward operations to identify Critical Vendors. The Critical Vendors provide raw materials, electronic components, and specialized equipment required for the Debtors' products, processes, requirements, and infrastructure, among various other things. In some instances, the Debtors' commercial relationships with Critical Vendors are imposed by the Debtors' customers, who may condition entry into purchase agreements on the Debtors' use of pre-selected vendors to provide materials or inputs needed for the Debtors' end products based on those vendors' unique manufacturing, capabilities, records of product quality, or other factors.

27. The Debtors rely on the goods and services provided by the Critical Vendors to continue to manufacture and sell their products to customers efficiently and without interruption. The loss of the goods and services provided by the Critical Vendors could result in the Debtors' inability to produce and provide their products to customers, which would immediately and irreparably harm the Debtors' business and significantly impair their going-concern viability.

⁷ For the avoidance of doubt, the Debtors do not seek to accelerate or modify existing payment terms with respect to any 503(b)(9) Claims. Rather, the Debtors will pay the applicable 503(b)(9) Claims (if any) as they come due the ordinary course of business.

Such harm would likely far outweigh the cost of payment of the prepetition claims accrued in the ordinary course of business held by certain Critical Vendors (collectively, the “Critical Vendor Claims”). As part of the critical vendor identification process, the Debtors considered numerous factors, including:

- a. whether a vendor is a sole or limited-source or high-volume supplier for goods or services critical to the Debtors’ business operations;
- b. whether alternative vendors are available that can provide similar goods or services on equal (or better) terms and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;
- c. whether alternative vendors can supply the volume needs of the Debtors;
- d. whether an agreement exists that permits the Debtors to compel a vendor to continue performing on prepetition terms;
- e. whether certain regulatory frameworks, specifications, or contract requirements prevent, directly or indirectly, the Debtors from obtaining goods or services from alternative sources;
- f. the degree to which replacement costs (including pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor’s prepetition claim;
- g. the degree to which replacing a vendor would result in a transition time (including the time to validate the vendor, design, and overall product specifics and logistics with the customer) that would cause a significant disruption to the business; and
- h. whether failure to pay all or part of a particular vendor’s claim could cause the vendor to refuse to provide critical goods or services on a postpetition basis.

28. In addition to these factors, the Debtors and their advisors examined the health of each vendor relationship and the extent to which each vendor’s prepetition claim could be satisfied elsewhere in the chapter 11 process. Following the Debtors’ analysis of these vendors, the Debtors identified Critical Vendor candidates for purposes of the relief requested herein. The Debtors believe that their relationships with these Critical Vendors may materially deteriorate without such payments, thereby causing disruption to the Debtors’ business operations if the Debtors are unable

to pay Critical Vendor Claims as provided herein. Stated simply, the Critical Vendors' failure to do business with the Debtors would cause immediate and irreparable harm to the Debtors' business and reorganization efforts. The Debtors therefore seek authority to pay prepetition Critical Vendor Claims solely to the extent that such payments are needed to ensure that a particular vendor continues to provide goods and services to the Debtors that are critical to the Debtors' postpetition operations and a successful reorganization.

29. As of the Petition Date, the Debtors estimate that approximately \$110,000,000 is due and owing to the Critical Vendors on account of the Critical Vendor Claims. The Debtors seek authority, but not direction, in their business judgment, to make payments on account of the Critical Vendor Claims in an aggregate amount not to exceed \$110,000,000, of which \$50,000,000 shall be available upon entry of the Interim Order and the remaining amount upon entry of the Final Order. The Debtors therefore request authority, but not direction, to pay all prepetition Critical Vendor Claims as they become due and payable and to continue paying Critical Vendors in the ordinary course of business on a postpetition basis. For the avoidance of doubt, the Debtors intend to pay the Critical Vendor Claims only where they believe, in their business judgment, that the benefits to their estates from making such payments will exceed the costs.

V. Customary Trade Terms.

30. Subject to the Court's approval, the Debtors intend to pay the Trade Claims only to the extent necessary and critical to preserve and enhance the value of their estates. In return for paying the Trade Claims, either in full or in part, the Debtors propose that they be authorized, within their sole discretion, to require the Trade Vendors to provide favorable trade terms for the postpetition procurement of goods and services.

31. Specifically, the Debtors seek authority to condition payment of the Trade Claims upon such Trade Vendor's agreement to (a) continue—or resume—supplying such goods and

services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice or as otherwise agreed to in the Debtors' discretion and reasonable business judgment (collectively, the "Customary Trade Terms") and (b) agree that they shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide such goods and/or services to the Debtors during the course of these chapter 11 cases. The Debtors reserve the right to require, at their discretion, that the Customary Trade Terms be commemorated in writing, either by email or use of a trade agreement, as a condition to payment.

32. In addition, the Debtors may determine to condition the payment of the Trade Claims upon such party's agreement to continue supplying goods or services on Customary Trade Terms for the duration of these chapter 11 cases by executing an Agreement substantially in the form attached hereto as **Exhibit C** (each, an "Agreement"). Each Agreement, once agreed to and accepted by a claimant, shall be a legally binding contractual arrangement between the parties governing the commercial trade relationship as provided therein.

33. The Debtors further seek authority to require more favorable trade terms from any Foreign Vendor, Lien Claimant, 503(b)(9) Claimant, or Critical Vendor as a condition to payment of any prepetition claim. The Debtors have designated a core group of executives, advisors, and employees who have experience in the Debtors' businesses and chapter 11 cases to review, assess, and potentially recommend any payment on account of a Trade Claim.

34. The Debtors also request that if any party accepts payment pursuant to the relief requested by this motion and thereafter does not continue to provide goods or services on Customary Trade Terms, then: (a) such payment may be deemed to be an improper postpetition

transfer on account of a prepetition claim, and therefore, immediately recoverable by the Debtors in cash upon written request; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by this motion to such outstanding postpetition balance, and such supplier will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; and (d) the Debtors may pursue any other remedy available to them under the applicable law or any executed writing with such party.

VI. Payment of Outstanding Orders.

35. Prior to the Petition Date and in the ordinary course of business, the Debtors may have Outstanding Orders. To avoid becoming general unsecured creditors of the Debtors' estates with respect to such goods, certain suppliers may refuse to ship or transport such goods (or may recall such shipments) with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition. Receiving delivery of Outstanding Orders is critical to preventing any disruption to the Debtors' business operations. To prevent any disruption to the Debtors' business operations, and given that goods delivered after the Petition Date are afforded administrative expense priority under section 503(b) of the Bankruptcy Code, the Debtors request that the Court confirm the administrative expense priority status of the Outstanding Orders under section 503(b) of the Bankruptcy Code and authorize the Debtors to pay the Outstanding Orders in the ordinary course of business.

Basis for Relief

I. The Court Should Authorize the Payment of the Foreign Vendor Claims.

36. If the Debtors do not pay the Foreign Vendor Claims, certain Foreign Vendors may refuse to do business with the Debtors until they receive payment or they may take other actions against the Debtors based on the incorrect belief that they are not bound by the automatic stay. This could lead to immediate and significant disruption to the Debtors' business that would heavily outweigh the cost of paying such parties in connection with their prepetition claims.

37. The Debtors depend on the goods and services provided by the Foreign Vendors. Ensuring these Foreign Vendors continue to supply certain goods and provide services is therefore vital to the success of these chapter 11 cases and the ability of the Debtors to maximize any going-concern value. Aside from allowing payment to the Foreign Vendors, no practical alternative exists by which Debtors can protect the value of their estates. Accordingly, for the reasons set forth herein, it is appropriate for the Court to authorize the Debtors to pay the Foreign Vendor Claims in the ordinary course of business during these chapter 11 cases.

38. Courts in this jurisdiction routinely grant authorization for debtors to pay claims owing to foreign entities against which the automatic stay cannot be enforced readily in the United States and as to which it would be unduly time-consuming and expensive to seek enforcement of an order of the bankruptcy court in the creditor's home country. *See, e.g., In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 18, 2024) (authorizing payment of certain foreign vendor claims); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 13, 2024) (same); *In re Vyair Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. July 9, 2024) (same); *In re Express, Inc.*, No. 24-10831 (KBO) (Bankr. D. Del. May 14, 2024); *In re Yellow Corp.*, No. 23-11069

(CTG) (Bankr. D. Del. Sep. 13, 2023) (same).⁸ Accordingly, for the reasons set forth herein, it is appropriate for the Court to authorize the Debtors to pay the Foreign Vendor Claims in the ordinary course of business during these chapter 11 cases.

II. The Court Should Authorize the Payment of Lien Claims.

39. Certain Lien Claimants may be entitled under applicable nonbankruptcy law to assert certain possessory liens on the Debtors' goods or equipment in their possession (notwithstanding the automatic stay under section 362 of the Bankruptcy Code) in an attempt to secure payment of their prepetition claim. Under section 362(b)(3) of the Bankruptcy Code, the act of perfecting such liens, to the extent consistent with section 546(b) of the Bankruptcy Code, is expressly excluded from the automatic stay.⁹ 11 U.S.C. § 362(b)(3). As a result, the Debtors anticipate that certain Lien Claimants may assert or perfect liens, refuse to turn over goods in their possession, or stop performing their ongoing obligations. Even absent a valid lien, to the extent that certain Lien Claimants have possession of the Debtors' inventory, mere possession or retention would disrupt the Debtors' operations.

40. Additionally, pursuant to section 363(e) of the Bankruptcy Code, the Lien Claimants may be entitled to adequate protection of a valid possessory lien to the extent that the Debtors use or sell the estate property against which a Lien Claim is asserted. Given that the value of such property will generally far exceed the value of the related Lien Claim, creditors will not be harmed—and, in fact, will be benefited—by satisfying certain amounts owed to the Lien Claimants. Those payments will facilitate the use or sale of estate property against which liens

⁸ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

⁹ See 11 U.S.C. § 546(b)(1)(A) (providing that a debtor's lien avoidance powers "are subject to any generally applicable law that . . . permits perfection of an interest in property to be effective against an entity that acquires rights in such property before the date of perfection.").

may otherwise be asserted, helping to preserve the going-concern value of the Debtors' business and enabling the Debtors to smoothly transition into chapter 11.

41. Moreover, paying the Lien Claims should not impair unsecured creditor recoveries in these chapter 11 cases. In instances where the amount owed to a Lien Claimant is less than the value of the goods that could be held to secure a Lien Claimant's claim, such party may be a fully secured creditor of the Debtors' estates. In such instances, payment now only provides the Lien Claimants with what they might be entitled to receive under a chapter 11 plan, without any interest costs that might otherwise accrue during these chapter 11 cases. Conversely, all creditors will benefit from the seamless transition of the Debtors' operations into bankruptcy.

42. For these reasons, courts in this jurisdiction have authorized the payment of prepetition lien claims under similar circumstances in recent chapter 11 cases. *See, e.g., In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Feb. 27, 2025) (authorizing payment of certain lienholder claims); *In re JOANN, Inc.*, No. 25-10068 (CTG) (Bankr. D. Del. Feb. 7, 2025) (same); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 18, 2024) (same); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 13, 2024) (same); *In re SunPower Corp.*, No. 24-11649 (CTG) (Bankr. D. Del. Aug. 28, 2024) (same).¹⁰ Accordingly, for the reasons set forth herein, it is appropriate for the Court to authorize the Debtors to satisfy the Lien Claims.

III. The Court Should Authorize the Payment of Claims Entitled to Priority Pursuant to Section 503(b)(9) of the Bankruptcy Code.

43. Section 503(b)(9) of the Bankruptcy Code provides administrative priority for "the value of any goods received by the debtor within twenty days before the date of commencement

¹⁰ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." Generally, 503(b)(9) Claims must be paid in full for the Debtors to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(A). Consequently, paying such claims now only provides such parties with what they would be entitled to receive under a chapter 11 plan unless they consented otherwise. Absent this relief, the Debtors could be denied access to goods necessary to maximize the value of their estates. All creditors will therefore benefit from the Debtors' ongoing business relationship with the 503(b)(9) Claimants and the resulting smooth transition into these chapter 11 cases.

44. Moreover, the Bankruptcy Code does not prohibit a debtor from paying such claims prior to confirmation of a plan. As administrative claims incurred in the ordinary course of business, the Debtors believe they may pay such claims in an exercise of their business judgment pursuant to section 363(c)(1) of the Bankruptcy Code. *See, e.g.*, October 31, 2006 Hr'g Tr. at 49, *In re Dura Auto. Sys., Inc.*, No. 06-11202 (KJC) (Bankr. D. Del. Nov. 6, 2006) ("THE COURT: I think arguably the debtor could pay its 503(b)(9) claimants without court approval."). The timing of such payments lies squarely within the Court's discretion. *See In re Glob. Home Prods., LLC*, No. 06-10340, 2006 WL 3791955, at *3 (Bankr. D. Del. Dec. 21, 2006) (agreeing with parties that "the timing of the payment of that administrative expense claim is left to the discretion of the Court").

45. The Debtors' ongoing ability to obtain inventory and other goods and supplies as provided herein is key to their survival and necessary to preserve the value of their estates. Absent payment of the 503(b)(9) Claims in the ordinary course during these chapter 11 cases—which merely accelerates the timing of payment and not the ultimate treatment of such claims—the Debtors could be denied access to the goods necessary to maintain the Debtors' business

operations. Failure to honor these claims in the ordinary course of business may also cause the Debtors' vendor base to withhold support for the Debtors during the chapter 11 process. Such vendors could accelerate or eliminate favorable trade terms. The cost of that disruption and the resulting administrative burden would far exceed the cost of paying 503(b)(9) Claims as they come due.

46. For these reasons, courts in this district have regularly authorized the payment of claims arising under section 503(b)(9) of the Bankruptcy Code in the ordinary course of business. *See, e.g., In re JOANN, Inc.*, No. 25-10068 (CTG) (Bankr. D. Del. Feb. 7, 2025) (authorizing payment to parties with section 503(b)(9) claims); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 18, 2024) (same); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 13, 2024) (same); *In re Wheel Pros, LLC*, No. 24-11939 (JTD) (Bankr. D. Del. Oct. 10, 2024) (same); *In re SunPower Corp.*, No. 24-11649 (CTG) (Bankr. D. Del. Aug. 28, 2024) (same).¹¹ Accordingly, it is appropriate for the Court to authorize the Debtors to satisfy the 503(b)(9) Claims.

IV. The Court Should Authorize the Payment of the Critical Vendor Claims.

47. The Debtors require a steady provision of goods and services provided by the Critical Vendors in order to continue operating their businesses. Importantly, any disruption to the Debtors' supply chain could result in a significant loss of operational efficiency, decreasing the value of the Debtors' business, which could impair stakeholder value at the outset of these chapter 11 cases. Should any of the Critical Vendors delay or cease providing services to the Debtors, even on a temporary basis, the Debtors' business could face severe consequences.

¹¹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

48. Allowing the Debtors to pay the Critical Vendor Claims pursuant to all or some of the above-referenced Bankruptcy Code provisions is especially appropriate where, as here, doing so is consistent with the “two recognized policies” of chapter 11 of the Bankruptcy Code—preserving going-concern value and maximizing the value of property available to satisfy creditors. *See Bank of Am. Nat’l Trust & Savs. Ass’n v. 203 N. LaSalle St. P’Ship*, 526 U.S. 434, 453 (1999). Indeed, recognizing that payment of prepetition claims of certain essential suppliers and vendors is, in fact, critical to a debtor’s ability to preserve any going-concern value and maximize creditor recovery, thereby increasing prospects for a successful reorganization.

49. Courts in this district regularly grant relief consistent with that which the Debtors are seeking in this motion. *See, e.g., In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Feb. 27, 2025) (authorizing the debtors to pay certain vendor claims); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 18, 2024) (same); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 13, 2024) (same); *In re Wheel Pros, LLC*, No. 24-11939 (JTD) (Bankr. D. Del. Oct. 10, 2024) (same); *In re SunPower Corp.*, No. 24-11649 (CTG) (Bankr. D. Del. Aug. 28, 2024) (same).¹² Accordingly, for the reasons set forth herein, it is appropriate for the Court to authorize the Debtors to pay the Critical Vendor Claims in the ordinary course of business during these chapter 11 cases.

V. The Court Should Confirm that Outstanding Orders Are Administrative Expenses and that Payment of Such Claims is Authorized.

50. Pursuant to section 503(b)(1) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of goods and services, including goods ordered prepetition, are administrative expenses because they benefit the estate postpetition. *See* 11 U.S.C.

¹² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

§ 503(b)(1)(A) (providing that the “actual [and] necessary costs and expenses of preserving the estate” are administrative expenses); *see also In re John Clay & Co.*, 43 B.R. 797, 809–10 (Bankr. D. Utah 1984) (holding that goods ordered prepetition but delivered postpetition are entitled to administrative priority). Thus, granting the relief sought herein with respect to the Outstanding Orders will not afford such claimants any greater priority than they otherwise would have if the relief requested herein were not granted and will not prejudice any other party in interest.

51. Absent such relief, however, the Debtors may be required to expend substantial time and effort reissuing the Outstanding Orders to provide certain suppliers with assurance of such administrative priority. The attendant disruption and delay to the continuous and timely flow of critical materials and other goods to the Debtors would potentially halt operations and production, damage the Debtors’ business and reputation, erode the Debtors’ customer base, and ultimately lead to a loss of revenue, all to the detriment of the Debtors’ estates and their creditors. Accordingly, the Court should confirm that claims arising from the Outstanding Orders are entitled to administrative expense priority status and should authorize the Debtors to pay such claims as they come due in the ordinary course of business.

VI. The Court Should Grant the Relief Requested in this Motion Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code.

52. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business’s going-concern value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *In re James A. Phillips, Inc.*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

53. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also In re James A. Phillips*, 29 B.R. at 397 (relying on section 363 of the Bankruptcy Code to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b) of the Bankruptcy Code).

54. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See In re Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., In re Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction,

failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *In re Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *In re CoServ*, 273 B.R. at 497.

55. As discussed above, every segment of the Debtors’ supply chain is indispensable to ensure the Debtors’ flow of inventory is uninterrupted. If the Debtors are denied the relief requested herein, the resulting harm to the Debtors’ estates far outweighs any costs associated with paying the Trade Claims. Thus, the Debtors’ other creditors will be no worse off, and likely fare better, if the Debtors are empowered to negotiate such payments to achieve a smooth transition into chapter 11 with minimal disruptions. It is therefore imperative that the Debtors have the authority to pay all of the Foreign Vendors, Lien Claimants, 503(b)(9) Claimants, and Critical Vendors if determined necessary to preserve the Debtors’ operations, reputation, and the go-forward success of the Debtors’ businesses. The relief requested herein represents a sound exercise of the Debtors’ business judgment, is necessary to avoid immediate and irreparable harm to the Debtors’ estates, and is therefore justified under sections 105(a), 363(b), 1107(a), and 1108 of the Bankruptcy Code.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

56. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to debtor-in-possession financing. In addition, under the Debtors’ existing

cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority to authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

57. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed above, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations. Failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their businesses in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

58. Nothing contained in this motion or any order granting the relief requested in this motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a

waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this motion or any order granting the relief requested by this motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

59. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

60. The Debtors will provide notice of this motion to: (a) the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of Justice; (h) Mayer Brown LLP, as counsel to the DIP Agent; (i) Davis Polk &

Wardwell LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (j) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (k) Akin Gump Strauss Hauer & Feld LLP and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (l) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”). As this motion is seeking “first day” relief, the Debtors will serve copies of this motion and any order entered in respect to this motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

61. No prior request for the relief sought in this motion has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: June 11, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MARELLI AUTOMOTIVE LIGHTING USA LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-11034 (____)

(Joint Administration Requested)

Re: Docket No. _____

**INTERIM ORDER (I) AUTHORIZING
DEBTORS TO PAY PREPETITION CLAIMS OF
(A) FOREIGN VENDORS, (B) LIEN CLAIMANTS, (C) 503(B)(9) CLAIMANTS,
AND (D) CRITICAL VENDORS (II) CONFIRMING ADMINISTRATIVE EXPENSE
PRIORITY OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of (i) Foreign Vendor Claims, (ii) Lien Claims, (iii) 503(b)(9) Claims, and (iv) Critical Vendor Claims, (b) granting administrative expense priority to all undisputed obligations on account of Outstanding Orders and authorizing the Debtors to satisfy such Outstanding Orders in the ordinary course of business, (c) scheduling a final hearing to consider approval of the Motion on a final basis, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2025, at __: __.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2025 and shall be served on: (a) the Debtors, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza; (b) proposed counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C., Nicholas M. Adzima, and Evan Swager, (ii) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Ross M. Kwasteniet, P.C. and Spencer A. Winters, P.C., and (iii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones, Timothy P. Cairns, and Edward A. Corma; (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington,

Delaware 19801, Attn.: Jane Leamy and Timothy J. Fox, Jr.; (d) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder; (e) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich and Richard J. Steinberg; (f) counsel to Mizuho Bank, Ltd., in its capacity as the Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady and Andrew L. Magaziner; (g) counsel to the Ad Hoc Group of Senior Lenders: (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff and Anna Kordas, (ii) Akin Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C., 20006, Attn.: Scott L. Alberino, Kate Doorley, and Alexander F. Antypas, and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto and Stacy L. Newman; (h) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann and Jacob A. Adlerstein; and (i) any statutory committee appointed in these chapter 11 cases.

3. The Debtors are authorized, on an interim basis, to pay all or part of, and discharge, on a case-by-case basis: (a) the Foreign Vendor Claims, in an aggregate amount not to exceed \$265,000,000, absent further order of the Court; (b) the Lien Claims, in an aggregate amount not to exceed \$115,000,000, absent further order of the Court; (c) the 503(b)(9) Claims, in an aggregate amount not to exceed \$145,000,000, absent further order of the Court; and (d) the Critical Vendor Claims, in an aggregate amount not to exceed \$50,000,000, absent further order of the Court; *provided* that (i) the Debtors shall provide counsel to the Ad Hoc Group of Senior Lenders with two business days' notice (email being sufficient) of individual payments on account

of any such prepetition Trade Claims in excess of \$2,500,000 but less than \$7,500,000; and (ii) the Debtors shall not make any individual payment on account of such prepetition Trade Claims in excess of \$7,500,000 without the prior written consent of the Ad Hoc Group of Senior Lenders, not to be unreasonably withheld.³

4. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

5. The Debtors are authorized to pay all undisputed amounts relating to the Outstanding Orders on an interim basis, absent further order of the Court.

6. As a condition to receiving payment on account of any Trade Claim hereunder, the Debtors, shall use commercially reasonable efforts to require those Trade Vendors, by entry into an Agreement, to continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice; *provided* that, before executing any such Agreement, the Debtors shall use commercially reasonable efforts to obtain the most favorable terms made available to the Debtors by the applicable Trade Vendor in the eighteen-month period preceding the Petition Date. The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

³ The amounts herein are estimates of what the Debtors believe is necessary to pay to each category of Trade Vendors on an interim basis. In an exercise of their business judgment, however, the Debtors may decide that it is prudent to pay more or less to a specific category of Trade Vendors and may allocate the amounts accordingly; *provided* that the Debtors shall not exceed an aggregate amount of approximately \$575,000,000 absent further order of the Court.

7. The form of Agreement, substantially in the form attached to the Motion as Exhibit C, is approved in its entirety, and the Debtors are authorized to negotiate, modify, or amend the Agreement in their reasonable business judgment.

8. Regardless of whether an Agreement has been executed, if any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then, subject to entry of the Final Order: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

9. Any Trade Vendor that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Interim Order shall be deemed to (a) agree to the terms and provisions of this Interim Order and (b) have waived, to the extent so paid, Trade Claims, of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets, and properties. The Debtors shall provide a copy of this Interim Order to any Trade Vendor to whom a payment is made pursuant to this Interim Order.

10. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Trade Vendor. The Debtors do not concede that any claims satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority, of such claims.

11. Notwithstanding the foregoing, prior to entry of the Final Order, the Debtors are not authorized to pay any prepetition amounts on account of Trade Claims before the applicable due dates of such claims.

12. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

13. The Debtors shall maintain a matrix summarizing (a) the name of each Trade Vendor paid, (b) the amount paid to each Trade Vendor on account of its Trade Claims, and (c) the classification of each such Trade Vendor as a Foreign Vendor, a Lien Claimant, a 503(b)(9) Claimant, or a Critical Vendor, as applicable. On a monthly basis, the Debtors shall deliver an updated copy of the matrix to the United States Trustee, counsel to the Ad Hoc Group of Senior Lenders, and any statutory committee appointed in these chapter 11 cases, no later than fourteen (14) business days from the month's end.

14. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim

Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

16. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due prior to the date of the Final Hearing.

17. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

18. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

19. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

20. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

21. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit B

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MARELLI AUTOMOTIVE LIGHTING USA LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-11034 (____)

(Joint Administration Requested)

Re: Docket No. _____

**FINAL ORDER (I) AUTHORIZING DEBTORS
TO PAY PREPETITION CLAIMS OF (A) FOREIGN
VENDORS, (B) LIEN CLAIMANTS, (C) 503(B)(9) CLAIMANTS, AND
(D) CRITICAL VENDORS, (II) CONFIRMING ADMINISTRATIVE EXPENSE
PRIORITY OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), (a) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of (i) Foreign Vendor Claims, (ii) Lien Claims, (iii) 503(b)(9) Claims, and (iv) Critical Vendor Claims, (b) granting administrative expense priority to all undisputed obligations on account of Outstanding Orders and authorizing the Debtors to satisfy such Outstanding Orders in the ordinary course of business, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, on a final basis, to pay all or part of, and discharge, on a case-by-case basis: (a) the Foreign Vendor Claims, in an aggregate amount not to exceed \$1,260,000,000, absent further order of the Court; (b) the Lien Claims, in an aggregate amount not to exceed \$210,000,000, absent further order of the Court; (c) the 503(b)(9) Claims, in an aggregate amount not to exceed \$490,000,000, absent further order of the Court; and (d) the Critical Vendor Claims, in an aggregate amount not to exceed \$110,000,000, absent further order of the Court; *provided* that (i) the Debtors shall provide counsel to the Ad Hoc Group of Senior Lenders with two business days' notice (email being sufficient) of individual payments on account of any such prepetition Trade Claims in excess of \$2,500,000 but less than \$7,500,000; and (ii) the Debtors shall not make any individual payment on account of such prepetition Trade Claims in

excess of \$7,500,000 without the prior written consent of the Ad Hoc Group of Senior Lenders, not to be unreasonably withheld.³

3. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

4. The Debtors are authorized to pay all undisputed amounts relating to the Outstanding Orders, absent further order of the Court.

5. As a condition to receiving payment on account of any Trade Claim hereunder, the Debtors, shall use commercially reasonable efforts to require those Trade Vendors, by entry into an Agreement, to continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice; *provided* that, before executing any such Agreement, the Debtors shall use commercially reasonable efforts to obtain the most favorable terms made available to the Debtors by the applicable Trade Vendor in the eighteen-month period preceding the Petition Date. The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

6. The form of Agreement, substantially in the form attached to the Motion as Exhibit C, is approved in its entirety, and the Debtors are authorized to negotiate, modify, or amend the Agreement in their reasonable business judgment.

³ The amounts herein are estimates of what the Debtors believe is necessary to pay to each category of Trade Vendors on a final basis. In an exercise of their business judgment, however, the Debtors may decide that it is prudent to pay more or less to a specific category of Trade Vendors and may allocate the amounts accordingly; *provided* that the Debtors shall not exceed an aggregate amount of approximately \$2,070,000,000 absent further order of the Court.

7. Regardless of whether an Agreement has been executed, if any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then, subject to entry of the Final Order: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

8. Any Trade Vendor that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent so paid, Trade Claims, of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets, and properties. The Debtors shall provide a copy of this Final Order to any Trade Vendor to whom a payment is made pursuant to this Final Order.

9. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Trade Vendor. The Debtors do not concede that any claims satisfied pursuant to this Final Order are

valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority, of such claims.

10. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

11. The Debtors shall maintain a matrix summarizing (a) the name of each Trade Vendor paid, (b) the amount paid to each Trade Vendor on account of its Trade Claims, and (c) the classification of each such Trade Vendor as a Foreign Vendor, a Lien Claimant, a 503(b)(9) Claimant, or a Critical Vendor, as applicable. On a monthly basis, the Debtors shall deliver an updated copy of the matrix to the United States Trustee, counsel to the Ad Hoc Group of Senior Lenders, and any statutory committee appointed in these chapter 11 cases, no later than fourteen (14) business days from the month's end.

12. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease

pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

13. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

15. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

17. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit C

Form of Agreement

THIS AGREEMENT IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT FOR ANY SUCH CHAPTER 11 PLAN. THE INFORMATION IN THIS AGREEMENT STATEMENT IS SUBJECT TO CHANGE. THIS AGREEMENT STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

TRADE AGREEMENT

Marelli Corporation and its affiliates (collectively, the “Company”), on the one hand, and the supplier identified in the signature block below (“Supplier”), on the other hand, hereby enter into the following Agreement (this “Agreement”) dated as of the date in the Supplier’s signature block below.

Recitals

WHEREAS on June 11, 2025 (the “Petition Date”), Marelli Automotive Lighting USA LLC and its indirect and direct subsidiaries and related entities, including Marelli Corporation (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Court”).

WHEREAS the Court entered [an interim / a final] order¹ authorizing the Debtors on [an interim / a final] basis, under certain conditions, to pay the prepetition claims of certain suppliers, including Supplier, subject to the terms and conditions set forth therein.²

WHEREAS prior to the Petition Date, Supplier delivered goods to the Company, and the Company paid Supplier for such goods, according to Customary Trade Terms (as defined herein).

WHEREAS the Company and Supplier (each a “Party,” and collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims Supplier may hold against the Company.

¹ On [●], 2025, the Court entered the *Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of (A) Foreign Vendors, (B) Lien Claimants, (C) 503(b)(9) Claimants, (D) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* [Docket No. [●]] (the “Interim Order”) / On [●], 2025 the Court entered the *Final Order (I) Authorizing Debtors to Pay Prepetition Claims of (A) Foreign Vendors, (B) Lien Claimants, (C) 503(b)(9) Claimants, and (D) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* [Docket No. [●]] (the “Final Order”).

² Capitalized terms used but not defined herein shall have the meanings set forth in the [Interim Order // Final Order.]

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

2. Supplier Payment. Supplier represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Company to Supplier is \$[●] (the “Agreed Supplier Claim”). Following execution of this Agreement, the Company shall, in full and final satisfaction of the Agreed Supplier Claim, pay Supplier \$[●] on account of its prepetition claim (representing [●]% of such claim) (the “Supplier Payment”) (without interest, penalties, or other charges), as such invoices become due and payable.

3. Agreement to Supply.

a. Supplier shall supply goods and/or perform services to the Company, and the Company shall accept and pay for goods and/or services from Supplier, for the duration of the Debtors’ chapter 11 cases based on the following “Customary Trade Terms”: the trade terms at least as favorable to the Company as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances (as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable), product mix, availability, and other programs) in place in the 180 days prior to the Petition Date except for any partial payments or other payments (or assurances) Company made with respect to any unfinished product.

b. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed to in writing by the Parties.

c. Supplier shall continue to honor any existing allowances, credits, contractual obligations, or balances that were accrued as of the Petition Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.

4. Other Matters.

a. Supplier agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Company’s chapter 11 cases on account of any outstanding administrative claims Supplier may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. Supplier agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Supplier Payment will be made concurrently with payment of other outstanding administrative claims as provided in a confirmed plan.

b. Supplier will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Agreement or a plan confirmed in the Company’s chapter 11 case.

c. Supplier will not file or otherwise assert against the Company, its assets, or any other person or entity or any of their respective assets or property (real or personal) any lien,

regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to Supplier by the Company arising from prepetition agreements or transactions. Furthermore, if Supplier has taken steps to file or assert such a lien prior to entering into this Agreement, Supplier will promptly take all necessary actions to remove such liens.

5. Supplier Breach.

a. In the event that the Company pays Supplier its Supplier Payment and Supplier is determined to have breached this Agreement (a "Supplier Breach"), upon written notice to Supplier, Supplier shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Supplier Payment or any portion of the Supplier Payment which cannot be recovered by the Company from the postpetition receivables then owing to Supplier from the Company.

b. In the event that the Company recovers the Supplier Payment pursuant to Section 5(a) hereof or otherwise, the full Agreed Supplier Claim shall be reinstated as if the Supplier Payment had not been made.

c. Supplier agrees and acknowledges that irreparable damage would occur in the event of a Supplier Breach and remedies at law would not be adequate to compensate the Company. Accordingly, Supplier agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Agreement. Supplier hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

6. Notice.

If to Supplier, then to the person and address identified in the signature block hereto.

If to Company:

Marelli Corporation
26555 Northwestern Highway, Southfield, Michigan 48033
Attn.: Marisa Iasenza
Email: marisa.iasenza@marelli.com

and

Kirkland & Ellis LLP
601 Lexington Avenue, New York, New York 10022
Attn.: Nicholas M. Adzima and Evan Swager
E-mail: nicholas.adzima@kirkland.com
evan.swager@kirkland.com
Facsimile: (212) 446-4800

and

Kirkland & Ellis LLP
333 West Wolf Point Plaza, Chicago, Illinois 60654
Attn.: Spencer A. Winters, P.C.
E-mail: spencer.winters@kirkland.com
Facsimile: (312) 862-2200

and

Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899 (Courier 19801)
Attn.: Laura Davis Jones, Timothy P. Cairns, Edward A. Corma
Email: ljones@pszilaw.com
Email: tcairns@pszilaw.com
Email: ecorma@pszilaw.com
Facsimile: (212) 446-4900

7. Representations and Acknowledgements. The Parties agree, acknowledge, and represent that:

a. the Parties have reviewed the terms and provisions of the [Interim Order/Final Order] and this Agreement and consent to be bound by such terms and that this Agreement is expressly subject to the procedures approved pursuant to the [Interim Order/Final Order];

b. any payments made on account of the Agreed Supplier Claim shall be subject to the terms and conditions of the [Interim Order/Final Order];

c. if Supplier refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under this Agreement, [the Interim Order, the Final Order,] the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in

which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from Supplier to the Company, until a ruling of the Court is obtained.

8. Confidentiality. In addition to any other obligations of confidentiality between Supplier and Company, Supplier agrees to hold in confidence and not disclose to any party: (a) this Agreement; (b) any and all payments made by the Company pursuant to this Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the “Confidential Information”); *provided* that if any party seeks to compel Supplier’s disclosure of any or all of the Confidential Information, through judicial action or otherwise, or Supplier intends to disclose any or all of the Confidential Information, Supplier shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that if such remedy is not obtained, Supplier shall furnish only such information as Supplier is legally required to provide.

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Agreement.

b. This Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Agreement may not be changed, modified, amended, or supplemented, except in a writing signed by both Parties. Moreover, Supplier agrees to vote all claims now or hereafter beneficially owned by Supplier in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Supplier Claim that is materially consistent with this Agreement.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Agreement.

f. This Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

[COMPANY]

[SUPPLIER]

By:
Title:

By:
Title:
Address:

Date: